

<i>SERFF Tracking Number:</i>	<i>TSMP-125932194</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Starr Indemnity & Liability Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CVS-EX-AR-01 (F)</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Starr Indemnity & Liability Company Excess Insurance Following Form Program</i>		
<i>Project Name/Number:</i>	<i>Excess Insurance Following Form Program/CVS-EX-AR-01 (F)</i>		

Filing at a Glance

Company: Starr Indemnity & Liability Company

Product Name: Starr Indemnity & Liability SERFF Tr Num: TSMP-125932194 State: Arkansas

Company Excess Insurance Following Form Program

TOI: 17.1 Other Liability - Claims Made Only

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Co Tr Num: CVS-EX-AR-01 (F)

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Authors: Ian Reynolds, Heather Carroll, Jonathan Ramos, Kathleen Morrissey, Audrey Moses

Disposition Date: 02/10/2009

Date Submitted: 12/05/2008

Disposition Status: Approved

Effective Date Requested (New): 01/06/2009

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Excess Insurance Following Form Program

Status of Filing in Domicile: Not Filed

Project Number: CVS-EX-AR-01 (F)

Domicile Status Comments: Will be submitted.

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 02/10/2009

State Status Changed: 12/09/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Tressler, Soderstrom, Maloney & Priess, LLP is submitting the above referenced Excess Insurance Following Form Program ("Program") for your review on behalf of Starr Indemnity and Liability Company. This new Program provides coverage which follows the form of the underlying insurance covering: business coverage for policies covering corporate

SERFF Tracking Number: TSMP-125932194 *State:* Arkansas
Filing Company: Starr Indemnity & Liability Company *State Tracking Number:* EFT \$50
Company Tracking Number: CVS-EX-AR-01 (F)
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1019 Professional Errors & Omissions Liability
Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program
Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

risks such as directors' and officers' liability, employment practices liability, fiduciary liability, professional errors and omissions, and crime/fidelity. We have attached an Explanatory Memorandum that briefly describes the coverage afforded by the Program.

Attached please find the following documents in support of this filing:

1. A letter authorizing Tressler, Soderstrom, Maloney & Priess, LLP to file this Program on behalf of Starr Indemnity and Liability Company;
2. Excess Insurance Following Form Policy Declarations, Form #CVS FL 11000 EX (10/08);
3. Excess Insurance Following Form Policy; Form #CVS FL 11001 EX (10/08);
4. Various endorsements to be used with the Program;
5. Arkansas Amendatory Endorsement, Form # CVS FL 01320 EX;
6. A detailed forms index which includes a brief description of each form; and
7. The required state filing form:
 - a. Property and Casualty Transmittal Document

Please note that we are not making a Rate filing for this Program as we understand we are not required to do so. In addition, we submitting an electronic funds transfer in the amount of \$50.00, as we understand the state of Arkansas assesses a \$50.00 form filing fee.

We trust that you will find this filing satisfactory. If you have any comments or questions regarding this filing, please do not hesitate to contact me. Thank you for your assistance.

Very truly yours,

Carrie E. Cope
CEC/ktm
Enclosures

Company and Contact

Filing Contact Information

(This filing was made by a third party - tresslersoderstrom)

SERFF Tracking Number: TSMP-125932194 State: Arkansas
Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50
Company Tracking Number: CVS-EX-AR-01 (F)
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program
Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

Carrie Cope, Attorney At Law ccope@tsmp.com
233 South Wacker Drive (312) 627-4188 [Phone]
Chicago, IL 60606-6399 (312) 627-1717[FAX]

Filing Company Information

Starr Indemnity & Liability Company CoCode: 38318 State of Domicile: Texas
8401 North Central Expressway, #890 Group Code: Company Type: Starr Indemnity & Liability Company
Dallas, TX 75255 Group Name: None State ID Number:
(212) 230-5043 ext. [Phone] FEIN Number: 75-1670124

SERFF Tracking Number: TSMP-125932194 State: Arkansas
Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50
Company Tracking Number: CVS-EX-AR-01 (F)
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program
Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: The state of Arkansas assesses a \$50.00 form filing fee.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Starr Indemnity & Liability Company	\$50.00	12/05/2008	24368380

SERFF Tracking Number: TSMP-125932194 State: Arkansas

Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50

Company Tracking Number: CVS-EX-AR-01 (F)

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program

Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/10/2009	02/10/2009
Approved	Edith Roberts	12/09/2008	12/09/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Exclusion of Form Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism		Kathleen Morrissey	01/21/2009	01/21/2009
Exclusion of Form Certified Acts of Terrorism and Non- Certified Acts of Terrorism		Kathleen Morrissey	01/21/2009	01/21/2009

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Amending Type of Insurance	Note To Reviewer	Kathleen Morrissey	12/10/2008	12/10/2008

SERFF Tracking Number: *TSMP-125932194* *State:* *Arkansas*
Filing Company: *Starr Indemnity & Liability Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CVS-EX-AR-01 (F)*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions Liability*
Product Name: *Starr Indemnity & Liability Company Excess Insurance Following Form Program*
Project Name/Number: *Excess Insurance Following Form Program/CVS-EX-AR-01 (F)*

Disposition

Disposition Date: 02/10/2009

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: This will acknowledge the withdrawal of Form CVS FL 10342 EX (10/08) and the replacement of Form CVS FL 10340 EX (10/08). The prior approval date of 12/09/08 is still effective for the filing approval date.

Thanks!

Rate data does NOT apply to filing.

SERFF Tracking Number: TSMP-125932194 State: Arkansas
Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50
Company Tracking Number: CVS-EX-AR-01 (F)
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program

Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Authorization Letter	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Form Index	Approved	Yes
Form	Excess Insurance Following Form Declarations	Approved	Yes
Form	Excess Insurance Following Form Policy	Approved	Yes
Form	Delete Policy Provisions and Follow Primary Policy	Approved	Yes
Form	OFAC Exclusion	Approved	Yes
Form	Prior Acts Exclusion	Approved	Yes
Form	Professional Services Exclusion	Approved	Yes
Form	Specific Entity Exclusion - Claims Brought Against Such Entity	Approved	Yes
Form	Specific Entity Exclusion - Claims Brought by Such Entity	Approved	Yes
Form	Specific Litigation/Event Exclusion	Approved	Yes
Form	Specific Litigation/Event Exclusion - Includes SEC Filings	Approved	Yes
Form	Amend Pending or Prior Date - Split Date by Underlying Coverage	Approved	Yes
Form	Amend Pending or Prior Date - Split Date by Limit of Liability	Approved	Yes
Form	Non-Follow Form Endorsement	Approved	Yes
Form	Reliance Endorsement (other applications) - No Warranty	Approved	Yes
Form	Reliance Endorsement (specified applications) - No Warranty	Approved	Yes
Form	Amend Representations Clause - No Warranty	Approved	Yes
Form (revised)	Exclusion of Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism		Yes

<i>SERFF Tracking Number:</i>	<i>TSMP-125932194</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Starr Indemnity & Liability Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CVS-EX-AR-01 (F)</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Starr Indemnity & Liability Company Excess Insurance Following Form Program</i>		
<i>Project Name/Number:</i>	<i>Excess Insurance Following Form Program/CVS-EX-AR-01 (F)</i>		

Form	Exclusion of Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form (revised)	Exclusion of Certified Acts of Terrorism and Non-Certified Acts of Terrorism		Yes
Form	Exclusion of Certified Acts of Terrorism and Non-Certified Acts of Terrorism	Approved	Yes
Form	Policyholder Disclosure Statement Under the Terrorism Risk Insurance Act	Approved	Yes
Form	Arkansas Policyholder Notice	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

<i>SERFF Tracking Number:</i>	<i>TSMP-125932194</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Starr Indemnity & Liability Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CVS-EX-AR-01 (F)</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Starr Indemnity & Liability Company Excess Insurance Following Form Program</i>		
<i>Project Name/Number:</i>	<i>Excess Insurance Following Form Program/CVS-EX-AR-01 (F)</i>		

Disposition

Disposition Date: 12/09/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TSMP-125932194 State: Arkansas

Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50

Company Tracking Number: CVS-EX-AR-01 (F)

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program

Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Authorization Letter	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Form Index	Approved	Yes
Form	Excess Insurance Following Form Declarations	Approved	Yes
Form	Excess Insurance Following Form Policy	Approved	Yes
Form	Delete Policy Provisions and Follow Primary Policy	Approved	Yes
Form	OFAC Exclusion	Approved	Yes
Form	Prior Acts Exclusion	Approved	Yes
Form	Professional Services Exclusion	Approved	Yes
Form	Specific Entity Exclusion - Claims Brought Against Such Entity	Approved	Yes
Form	Specific Entity Exclusion - Claims Brought by Such Entity	Approved	Yes
Form	Specific Litigation/Event Exclusion	Approved	Yes
Form	Specific Litigation/Event Exclusion - Includes SEC Filings	Approved	Yes
Form	Amend Pending or Prior Date - Split Date by Underlying Coverage	Approved	Yes
Form	Amend Pending or Prior Date - Split Date by Limit of Liability	Approved	Yes
Form	Non-Follow Form Endorsement	Approved	Yes
Form	Reliance Endorsement (other applications) - No Warranty	Approved	Yes
Form	Reliance Endorsement (specified applications) - No Warranty	Approved	Yes
Form	Amend Representations Clause - No Warranty	Approved	Yes
Form (revised)	Exclusion of Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism		Yes

<i>SERFF Tracking Number:</i>	<i>TSMP-125932194</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Starr Indemnity & Liability Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CVS-EX-AR-01 (F)</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Starr Indemnity & Liability Company Excess Insurance Following Form Program</i>		
<i>Project Name/Number:</i>	<i>Excess Insurance Following Form Program/CVS-EX-AR-01 (F)</i>		

Form	Exclusion of Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form (revised)	Exclusion of Certified Acts of Terrorism and Non-Certified Acts of Terrorism		Yes
Form	Exclusion of Certified Acts of Terrorism and Non-Certified Acts of Terrorism	Approved	Yes
Form	Policyholder Disclosure Statement Under the Terrorism Risk Insurance Act	Approved	Yes
Form	Arkansas Policyholder Notice	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

SERFF Tracking Number: TSMP-125932194 State: Arkansas

Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50

Company Tracking Number: CVS-EX-AR-01 (F)

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program

Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

Amendment Letter

Amendment Date:
Submitted Date: 01/21/2009

Comments:

Dear Ms. Roberts:

Thank you for reopening this filing.

We are amending this filing by withdrawing the Exclusion of Certified and Non-Certified Acts of Terrorism, Form #CVS FL 10342 EX (10/08). We will also be withdrawing and replacing the Exclusion of Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism, Form #CVS FL 10340 EX (10/08).

We apologize for any inconvenience this may cause you. Should you have any questions or comments about this amendment, please do not hesitate to contact us.

Thank you,
Katie Morrissey
(312) 768-2235

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Exclusion of Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism	CVS FL 10340 EX	10/08	Endorsement/Amendment/Conditions	Replaced			0	NEW CVS FL 10340 Exclusion of Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism.pdf
Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments

<i>SERFF Tracking Number:</i>	<i>TSMP-125932194</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Starr Indemnity & Liability Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CVS-EX-AR-01 (F)</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors & Omissions Liability</i>

<i>Product Name:</i>	<i>Starr Indemnity & Liability Company Excess Insurance Following Form Program</i>
<i>Project Name/Number:</i>	<i>Excess Insurance Following Form Program/CVS-EX-AR-01 (F)</i>

Exclusion of CVS FL	10/08	Endorse Withdrawn	0
Certified	10342 EX	ment/Am	
Acts of		endment	
Terrorism		/Conditio	
and Non-		ns	
Certified			
Acts of			
Terrorism			

SERFF Tracking Number: TSMP-125932194 *State:* Arkansas
Filing Company: Starr Indemnity & Liability Company *State Tracking Number:* EFT \$50
Company Tracking Number: CVS-EX-AR-01 (F)
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1019 Professional Errors & Omissions Liability
Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program
Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

Note To Reviewer

Created By:

Kathleen Morrissey on 12/10/2008 09:13 AM

Last Edited By:

Kathleen Morrissey

Submitted On:

12/10/2008 09:13 AM

Subject:

Amending Type of Insurance

Comments:

Ms. Roberts:

Thank you for reopening this filing. Please acknowledge that the type of insurance should be changed to 17.0 - Other Liability - Occ/Claims Made and the sub-type to 17.0020 - Commercial Umbrella & Excess. This was originally filed as 17.1019 Professional Errors and Liability, however we have filed an excess policy. We apologize for the inconvenience.

If you have any questions or concerns, please do not hesitate to contact us.

Thank you,

Katie Morrissey

312-768-2235

SERFF Tracking Number: TSMP-125932194 State: Arkansas

Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50

Company Tracking Number: CVS-EX-AR-01 (F)

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program

Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Excess Insurance Following Form Declarations	CVS FL 11000 EX	10/08	Declaration New s/Schedule		0.00	CVS FL 11000 EX - Excess Policy Dec Page-10-08.pdf
Approved	Excess Insurance Following Form Policy	CVS FL 11001 EX	10/08	Policy/Coverage New		0.00	CVS FL 11001 EX - Excess Policy SILC 10-08 .pdf
Approved	Delete Policy Provisions and Follow Primary Policy	CVS FL 10300 EX	10/08	Endorsement/Amendment/Conditions		0.00	CVS FL 10300 EX - Delete Provisions and Follow Primary Endorsement 10-08.pdf
Approved	OFAC Exclusion	CVS FL 10301 EX	10/08	Endorsement/Amendment/Conditions		0.00	CVS FL 10301 EX - OFAC Exclusion 10-08.pdf
Approved	Prior Acts Exclusion	CVS FL 10303 EX	10/08	Endorsement/Amendment/Conditions		0.00	CVS FL 10303 EX - Prior Acts Exclusion 10-08.pdf
Approved	Professional Services Exclusion	CVS FL 10304 EX	10/08	Endorsement/Amendment/Conditions		0.00	CVS FL 10304 EX - Professional

SERFF Tracking Number: TSMP-125932194 State: Arkansas

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Company Tracking Number: CVS-EX-AR-01 (F)

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program

Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

ons						Services Exclusion 10-08.pdf
Approved	Specific Entity Exclusion - Claims Brought Against Such Entity	CVS FL 10310 EX	10/08	Endorseme New nt/Amendm ent/Condi ons	0.00	CVS FL 10310 EX - Specific Entity Exclusion for Claims Brought Against Entity 10- 08.pdf
Approved	Specific Entity Exclusion - Claims Brought by Such Entity	CVS FL 10311 EX	10/08	Endorseme New nt/Amendm ent/Condi ons	0.00	CVS FL 10311 EX - Specific Entity Exclusion for Claims Brought by Specific Entity 10- 08.pdf
Approved	Specific Litigation/Event Exclusion	CVS FL 10312 EX	10/08	Endorseme New nt/Amendm ent/Condi ons	0.00	CVS FL 10312 EX - Specific Event or Litigation Exclusion 10-08.pdf
Approved	Specific Litigation/Event Exclusion - Includes SEC Filings	CVS FL 10313 EX	10/08	Endorseme New nt/Amendm ent/Condi ons	0.00	CVS FL 10313 EX - Specific Event or Litigation Exclusion Includes

SERFF Tracking Number: TSMP-125932194 State: Arkansas

Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50

Company Tracking Number: CVS-EX-AR-01 (F)

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program

Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

							SEC 10-08.pdf
Approved	Amend Pending or Prior Date - Split Date by Underlying Coverage	CVS FL 10314 EX	10/08	Endorsement/Amendment/Conditions	New	0.00	CVS FL 10314 EX - Amend Pending or Prior Date - Split Date By Underlying Coverage 10-08.pdf
Approved	Amend Pending or Prior Date - Split Date by Limit of Liability	CVS FL 10315 EX	10/08	Endorsement/Amendment/Conditions	New	0.00	CVS FL 10315 EX - Amend Pending or Prior Date - Split Date By Limit 10-08.pdf
Approved	Non-Follow Form Endorsement	CVS FL 10316 EX	10/08	Endorsement/Amendment/Conditions	New	0.00	CVS FL 10316 EX - Non Follow Form Endorsement 10-08.pdf
Approved	Reliance Endorsement (other applications) - No Warranty	CVS FL 10317 EX	10/08	Endorsement/Amendment/Conditions	New	0.00	CVS FL 10317 EX - Reliance Endorsement - Other Applications (NO WARRANTY) 10-08.pdf
Approved	Reliance Endorsement (specified)	CVS FL 10318 EX	10/08	Endorsement/Amendment/Conditions	New	0.00	CVS FL 10318 EX - Reliance

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Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program

Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

	applications) - No			ons			Endorsemen
	Warranty						t - Specified
							Applications
							(NO
							WARRANTY
) 10-08.pdf
Approved	Amend	CVS FL	10/08	Endorseme New		0.00	CVS FL
	Representations	10319 EX		nt/Amendm			10319 EX -
	Clause - No			ent/Condi			Reps Clause
	Warranty			ons			Add
							Imputation
							10-08.pdf
	Exclusion of Non-CVS FL	10/08		Endorseme Replaced	Replaced Form #:0.00		NEW CVS
	Certified Acts of	10340 EX		nt/Amendm			FL 10340
	Terrorism and			ent/Condi	Previous Filing #:		Exclusion of
	Coverage of			ons			Non-
	Certified Acts of						Certified
	Terrorism						Acts of
							Terrorism
							and
							Coverage of
							Certified
							Acts of
							Terrorism.pd
							f
Approved	Exclusion of	CVS	10/08	Endorseme New		0.00	CVS FL
	Certified Acts of	FL10341		nt/Amendm			10341 EX -
	Terrorism	EX		ent/Condi			Exclusion of
				ons			Certified
							Acts of
							Terrorism.pd
							f
	Exclusion of	CVS FL	10/08	Endorseme Withdrawn	Replaced Form #:0.00		
	Certified Acts of	10342 EX		nt/Amendm			
	Terrorism and			ent/Condi	Previous Filing #:		
	Non-Certified			ons			
	Acts of Terrorism						

SERFF Tracking Number: TSMP-125932194 State: Arkansas

Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50

Company Tracking Number: CVS-EX-AR-01 (F)

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program

Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

Approved	Policyholder Disclosure Statement Under the Terrorism Risk Insurance Act	CVS FL 10343 EX	10/08	Disclosure/ New Notice	0.00	CVS FL 10343 EX - Terrorism Disclosure Statement.p df
Approved	Arkansas Policyholder Notice	CVS FL 10321 EX	10/08	Endorseme New nt/Amendm ent/Condi tions	0.00	CVS FL 10321 EX AR Policyholder Notice.pdf
Approved	Arkansas Amendatory Endorsement	CVS FL 10320 EX	10/08	Endorseme New nt/Amendm ent/Condi tions	0.00	CVS FL 10320 EX AR Amendatory Endorsemen t.pdf

Starr Indemnity & Liability Company
[8401 N. Central Expressway, #890, Dallas, TX 75255] * Tel. [(866) 519-2522]

**EXCESS INSURANCE
FOLLOWING FORM POLICY**

POLICY NUMBER:
RENEWAL OF:

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY MAY ONLY APPLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN.

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION AMOUNT, IF ANY.

NOTICE: PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

DECLARATIONS

ITEM 1: NAMED INSURED:

ADDRESS:

ITEM 2: POLICY PERIOD: From: To:
(12:01 a.m. Standard Time at the address stated in Item 1)

ITEM 3: LIMIT OF LIABILITY: \$
aggregate for all coverages combined (including Defense Costs)

ITEM 4: UNDERLYING COVERAGES, UNDERLYING POLICIES & UNDERLYING INSURERS:

A. COVERAGE: _____

Primary Policy:

Insurer	Policy Number	Limits	Policy Period
----------------	----------------------	---------------	----------------------

Excess Policy(ies):

Insurer	Policy Number	Limits	Policy Period
----------------	----------------------	---------------	----------------------

DECLARATIONS (continued)

POLICY NO.:

B. COVERAGE: _____

Primary Policy:

Insurer

Policy Number

Limits

Policy Period

Excess Policy(ies):

Insurer

Policy Number

Limits

Policy Period

C. COVERAGE: _____

Primary Policy:

Insurer

Policy Number

Limits

Policy Period

Excess Policy(ies):

Insurer

Policy Number

Limits

Policy Period

ITEM 5: PENDING OR PRIOR DATE:

ITEM 6: PREMIUM: \$

ITEM 7: A. DISCOVERY PERIOD/EXTENDED
REPORTING PERIOD PREMIUM: _____ % of premium set forth in Item 6 above

B. DISCOVERY PERIOD/EXTENDED
REPORTING PERIOD: _____ months

ITEM 8: ADDRESS OF INSURER AND ITS AUTHORIZED AGENTS FOR
NOTICES UNDER THIS POLICY

A. Claims-Related Notices

LVL CLAIMS SERVICES, LLC
111 JOHN STREET
SUITE 1500
NEW YORK, NEW YORK 10038
e-mail: notice@lvlclaims.com

DECLARATIONS (continued)

POLICY NO.:

B. All Other Notices

To the Insurer:

C. V. STARR & COMPANY
ATTN: FINANCIAL LINES DEPARTMENT
90 PARK AVE. 6TH FLOOR
NEW YORK, NY 10016

In Witness Whereof, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.



[Richard N. Shaak], President



[Honora M. Keane], General Counsel

AUTHORIZED REPRESENTATIVE

Starr Indemnity & Liability Company

EXCESS INSURANCE FOLLOWING FORM POLICY

In consideration of premium paid and subject to the Declarations and Endorsements made a part hereof and the terms, conditions and limitations set forth herein and therein, Starr Indemnity & Liability Company (herein referred to as the "Insurer"), agrees as follows:

I. INSURING CLAUSE

The Insurer shall pay the individuals and entities insured under the Primary Policy (also referred to herein as the "Insured") for loss after exhaustion by payments of all applicable underlying limits solely as a result of payment of losses covered thereunder by either the Underlying Insurers as specified in Item 4 of the Declarations or the Insureds, subject to:

- A. the terms and conditions of the Primary Policy as in effect the first day of the Policy Period;
- B. the Limit of Liability as stated in Item 3 of the Declarations; and
- C. the terms and conditions of, and the endorsements attached to, this Policy.

Notwithstanding the above, this Policy shall not provide coverage broader than that provided by any Underlying Policy listed in Item 4 of the Declarations, unless such broader coverage is specifically agreed to in writing by the Insurer herein or in a written endorsement attached hereto.

II. TERMS AND CONDITIONS

A. DEFINITIONS

Terms defined in the Primary Policy are used in this Policy with the meaning assigned to them in the Primary Policy unless otherwise indicated.

"Claim" shall have the same meaning as defined in the Primary Policy.

"Defense Costs" shall have the same meaning as the following defined term in the Primary Policy: Defense Costs; Defense Expenses; or Claims Expenses.

B. PUNITIVE DAMAGES COVERAGE

This Policy shall cover punitive damages to the same extent punitive damages are covered under the Primary Policy.

C. PENDING OR PRIOR EXCLUSION

This Policy shall follow any exclusion in the Primary Policy regarding pending or prior litigation, administrative, regulatory or other proceedings, investigations, demands, suits, orders, decrees or judgments. The applicable date for determining whether any such matter is "pending or prior" for the

purpose of such exclusion in this Policy shall be the Pending or Prior Date set forth in Item 5 of the Declarations.

D. LOSS PROVISIONS

1. This Policy shall follow the notice of Claim provisions of the Primary Policy, except as stated otherwise herein.
2. Notice hereunder shall be given to the Insurer's authorized agent identified in Item 8 of the Declarations.
3. The Insured shall provide the Insurer with such information, assistance and cooperation as the Insurer may reasonably request and as shall be in the Insured's power to provide and shall do nothing that may prejudice the Insurer's position or potential rights of recovery.
4. The Insurer shall have the sole right to investigate, adjust, and settle its portion of any Claims or losses arising under this Policy and it shall not be bound by the Claim or loss decisions made by any other insurer. The Insurer shall have the right, in its sole discretion, but not the obligation, to effectively associate with the Insured in the defense and settlement of any Claim that appears to be reasonably likely to involve this Policy, including but not limited to effectively associating in the negotiation of a settlement. Only those settlements, stipulated judgments and Defense Costs which have been consented to by the Insurer shall be recoverable as loss under the terms of this Policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer shall be entitled to effectively associate in the defense and the negotiation of any settlement of any Claim in order to reach a decision as to reasonableness.

E. REPRESENTATIONS AND WARRANTY STATEMENTS

It is a condition precedent to the Insurer's obligations under this Policy, and the Insured agrees, that all applications, warranty statements, together with attachments and any other materials submitted for this Policy and any Underlying Policy, shall be deemed attached to and made a part of this Policy. The Insurer has relied on all such materials, representations and information as being accurate and complete in issuing this Policy.

F. FOLLOWING FORM

1. This Policy, except as herein stated, is subject to all terms, conditions, agreements and limitations of the Primary Policy in all respects as in effect on the date hereof. The Insured shall furnish to the Insurer copies of all proposed rewrites or changes by endorsement or otherwise to the Primary Policy. The Insured agrees that should any change to the Primary Policy or any Underlying Policy made by rewrite, endorsement or otherwise, this Policy shall not be changed without the prior written consent of the Insurer, which consent shall be at the sole discretion of the Insurer. It is further agreed that should any change of this Policy be consented to by the Insurer, then the premium hereon may be adjusted accordingly.
2. In the event of the depletion of the limits of liability of the Underlying Policy(ies) solely as a result of payment of losses covered thereunder, by the Underlying Insurers and/or the Insureds, this Policy shall, subject to the Limit of Liability set forth in Item 3 of the Declarations and to the other terms of this Policy, continue to apply for subsequent losses as excess insurance over the amount of insurance remaining under such Underlying Policy. In the event of the exhaustion of all of the limits of liability of such Underlying Policy(ies) solely as a result of payment of losses covered thereunder, by the Underlying Insurers and/or the Insureds, the remaining limits available under this Policy shall, subject to the Limit of

Liability as set forth in Item 3 of the Declarations and to the other terms of this Policy, continue for subsequent losses as primary insurance and any retention specified in the Underlying Policy shall be imposed under this Policy.

3. The Insurer's obligations under this Policy shall not be increased, expanded or otherwise changed, nor shall the Insurer drop down for any reason, including but not limited to the receivership, insolvency, or inability or refusal to pay of any Underlying Insurer, the cancellation of any Underlying Policy or the existence of a sub-limit of liability in any Underlying Policy. In the event of the receivership, insolvency, or inability or refusal to pay of any Underlying Insurer, or the cancellation of any Underlying Policy, the Insured may pay any losses otherwise payable under such Underlying Policy and such payments by the Insured shall be deemed to apply toward exhaustion of the limits of liability of the Underlying Policy for purposes of coverage under this Policy. In the event a sub-limit of liability exists in the Underlying Policy, any payments of loss that are subject to such a sub-limit shall be deemed to apply toward exhaustion of the limits of liability of the Underlying Policy for purposes of coverage under this Policy.

G. CANCELLATION OF UNDERLYING POLICY

The Insured shall give notice to the Insurer as soon as practicable of the cancellation of any Underlying Policy.

In the event any Underlying Policy shall be cancelled by the insurer thereon (other than for non-payment of premium), this Policy shall continue in full force and effect for the remainder of the Policy Period and the Insurer shall be liable to the same extent that it would have been liable if such Underlying Policy had remained in effect.

H. CANCELLATION CLAUSE

This Policy shall follow the cancellation terms of the Primary Policy except that in the event the Insurer cancels this Policy for non-payment of premium, this Policy shall be void as of the inception date of the Policy Period.

I. DISPUTE RESOLUTION PROCESS

In the event of any disputes or differences which may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of loss, the Insurer and the Insured agree to participate in a non-binding mediation process to resolve such disputes or differences. Either party shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration proceeding to resolve such disputes or differences. However, such judicial or arbitration proceeding shall not be commenced until at least ninety (90) days after the date the non-binding mediation shall be deemed concluded or terminated.

Any binding arbitration proceeding commenced pursuant to this paragraph I. shall be submitted to the American Arbitration Association under or in accordance with its then-prevailing Commercial Arbitration Rules, in which the arbitration panel shall be composed of three disinterested individuals. In either mediation or arbitration, the mediator(s) or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. Each party shall share equally the expenses of the non-binding mediation or binding arbitration.

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**DELETE POLICY PROVISIONS AND
FOLLOW PRIMARY POLICY**

It is understood and agreed that this Policy is amended by deleting the following provisions in their entirety:

- Clause II, TERMS AND CONDITIONS: paragraph E., REPRESENTATIONS AND WARRANTY STATEMENTS

It is further understood and agreed that this Policy shall follow the following provisions of the Primary Policy:

(insert)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

OFAC EXCLUSION

It is understood and agreed that Clause II., TERMS AND CONDITIONS, is amended by adding the following exclusion:

OFAC EXCLUSION

This policy shall not cover any loss in connection with any Claim in the event that such coverage would not be in compliance with any United States of America economic or trade sanctions, laws or regulations, including but not limited to the U.S. Treasury Department's Office of Foreign Assets Control, or any similar foreign, federal, state or statutory law or common law.

All other terms and conditions of this Policy remain unchanged.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

PRIOR ACTS EXCLUSION

It is understood and agreed that Clause II., TERMS AND CONDITIONS, is amended by adding the following exclusion:

This Policy shall not cover any loss in connection with any Claim alleging, arising out of, based upon or attributable to the facts alleged, or to the same or related Wrongful Act(s) committed, attempted, or allegedly committed or attempted in whole, or in part, prior to *(insert date)*.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

PROFESSIONAL SERVICES EXCLUSION

It is understood and agreed that Clause II., TERMS AND CONDITIONS, is amended by adding the following exclusion:

PROFESSIONAL SERVICES EXCLUSION

This Policy shall not cover any loss in connection with any Claim alleging, arising out of, based upon or attributable to the rendering or failure to render any professional service to a customer or client of the Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**SPECIFIC ENTITY EXCLUSION -
CLAIMS BROUGHT AGAINST SUCH ENTITY**

It is understood and agreed that Clause II., TERMS AND CONDITIONS, is amended by adding the following exclusion:

SPECIFIC ENTITY EXCLUSION - CLAIMS BROUGHT AGAINST SUCH ENTITY

This Policy shall not cover any loss in connection with any Claim brought against any below listed Entity or any subsidiary, trustee, receiver, assignee, director, officer, shareholder or beneficiary of such Entity.

Entity (*insert name of entity*)

All other terms and conditions of this Policy remain unchanged.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**SPECIFIC ENTITY EXCLUSION -
CLAIMS BROUGHT BY SUCH ENTITY**

It is understood and agreed that Clause II., TERMS AND CONDITIONS, is amended by adding the following exclusion:

SPECIFIC ENTITY EXCLUSION - CLAIMS BROUGHT BY SUCH ENTITY

This Policy shall not cover any loss in connection with any Claim brought by any below listed Entity or any subsidiary, trustee, receiver, assignee, director, officer, shareholder or beneficiary of such Entity.

Entity (*insert name of entity*)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

SPECIFIC LITIGATION / EVENT EXCLUSION

It is understood and agreed that Clause II., TERMS AND CONDITIONS, is amended by adding the following exclusion:

SPECIFIC LITIGATION / EVENT EXCLUSION

This Policy shall not cover any loss in connection with any Claim alleging, arising out of, based upon or attributable to:

- (i) any of the claims, notices, events, investigations or actions described below (hereinafter "Event");
- (ii) the prosecution, adjudication, settlement, disposition, resolution or defense of either an Event or any claims arising from or based upon an Event; or
- (iii) any wrongful act, underlying facts, circumstances, acts or omissions in any way relating to any Event.

For the purpose of this endorsement only, the following defined terms shall apply:

"Related Wrongful Act" means: (i) any fact, circumstance, act or omission alleged in any Event; or (ii) any Wrongful Act which is the same as, similar to or a repetition of any Wrongful Act alleged in any Event.

"Event" shall include the following:

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

SPECIFIC LITIGATION / EVENT EXCLUSION - INCLUDES SEC FILINGS

It is understood and agreed that Clause II., TERMS AND CONDITIONS, is amended by adding the following exclusion:

SPECIFIC LITIGATION / EVENT EXCLUSION - INCLUDES SEC FILINGS

- (aa) This Policy shall not cover any loss in connection with any Claim alleging, arising out of, based upon or attributable to:
 - (i) any of the claims, notices, events, investigations or actions described below (hereinafter "Event");
 - (ii) the prosecution, adjudication, settlement, disposition, resolution or defense of either an Event or any claims arising from or based upon an Event; or
 - (iii) any wrongful act, underlying facts, circumstances, acts or omissions in any way relating to any Event.
- (bb) This Policy shall not cover any loss in connection with:
 - A. any restatement, retraction, amendment or revision, in part or in whole, of any:
 - (i) document or statement filed or submitted or required to be filed or submitted with the SEC or any other similar federal, state or local agency (including but not limited to any 10K's, 10Q's or annual reports); or
 - (ii) written or oral statement made regarding the assets, revenues, sales or financial condition of any Insured entity,resulting from, arising out of, based upon or attributable to any Event or the resolution of said Event; or
 - B. any Claim alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to a Related Wrongful Act (as defined below), regardless of whether or not such Claim involved the same or different Insureds, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.

For the purpose of this endorsement only, the following defined terms shall apply:

“Related Wrongful Act” means: (i) any fact, circumstance, act or omission alleged in any Event; or (ii) any Wrongful Act which is the same as, similar to or a repetition of any Wrongful Act alleged in any Event.

“Event” shall include the following:

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND PENDING OR PRIOR DATE –
SPLIT DATE BY UNDERLYING COVERAGE**

It is understood and agreed that Item 5. of the Declarations, PENDING OR PRIOR DATE, is deleted in its entirety and replaced with the following:

ITEM 5: PENDING OR PRIOR DATE:

(insert date) as respects *(insert applicable underlying coverage)* .

(insert date) as respects *(insert applicable underlying coverage)*.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND PENDING OR PRIOR DATE –
SPLIT DATE BY LIMIT OF LIABILITY**

It is understood and agreed that Item 5. of the Declarations, PENDING OR PRIOR DATE, is deleted in its entirety and replaced with the following:

ITEM 5: PENDING OR PRIOR DATE:

(insert date) as respects the first \$_____ of the Limit of Liability
set forth in Item 3.

(insert date) as respects the \$_____ Limit of Liability excess of
the first \$_____ of the Limit of Liability set forth
in Item 3.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

NON-FOLLOW FORM ENDORSEMENT

It is understood and agreed that this Policy follows the terms and conditions of the Primary Policy (subject to the terms and conditions of this Policy), except that in no event shall this Policy follow or be construed to follow the following terms, conditions or endorsements of the Primary Policy:

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

By:

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

RELIANCE ENDORSEMENT
(specified applications)

In granting coverage under this Policy, it is understood and agreed that the Insurer has relied upon the statements and representations contained in the below-referenced application(s) (including materials submitted thereto and, if such applications are renewal applications, all such previous policy applications, and their attachments and materials, for which this Policy is a renewal or succeeds in time) as being accurate and complete. It is further understood and agreed that the Insureds represent to the Insurer that the statements and representations made in such application(s) were accurate on the date such statements and representations were so given. All such statements and representations in the below referenced application(s) are the basis of this Policy and are to be considered as incorporated into this Policy.

TYPE OF POLICY APPLICATION

CARRIER

DATE SIGNED

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:
This endorsement, effective:
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.:
Issued to:
By:

AMEND REPRESENTATIONS CLAUSE

It is understood and agreed that paragraph E., REPRESENTATIONS AND WARRANTY STATEMENTS, of Clause II, TERMS AND CONDITIONS, is deleted and replaced with the following:

E. REPRESENTATIONS

It is agreed that the Insurer has relied upon the information contained in all applications, together with attachments and any other materials submitted for this Policy and any Underlying Policy (including all such previous policy applications, and their attachments and materials, for which this Policy is a renewal or succeeds in time), in issuing this Policy. In regard to the statements, representations and information contained therein, no knowledge of any Insured shall be imputed to any other Insured for the purpose of determining whether coverage is available under this Policy for any claim made against such Insured. However, the knowledge possessed by any natural person Insured who is a past or current chairman of the board, chief executive officer, president or chief financial officer of the Insured entity shall be imputed to the Insured entity.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**EXCLUSION OF NON-CERTIFIED ACTS OF TERRORISM AND
COVERAGE OF CERTIFIED ACTS OF TERRORISM**

- A. It is agreed that this policy does not apply to loss arising out of "injury or damage" caused directly or indirectly by, contributed to by, resulting from, or arising out of or in connection with an "act of terrorism", including action in hindering, controlling, preventing, suppressing, retaliating against, responding to or defending against an actual or expected "act of terrorism" where: 1.) the act or acts of terrorism result(s) in industry-wide losses that exceed \$25,000,000 for related incidents that occur within a 72 hour period; or 2.) fifty or more persons sustain death or serious physical injury for related incidents that occur within a 72 hour period. For purposes of this provision serious physical injury means:
- a. Physical injury involves a substantial risk of death;
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Provided however, this exclusion for "acts of terrorism" is not subject to the limitations 1.) and 2.) above if:

- a. The act involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination;
- b. The act is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- c. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

"Injury or damage" is excluded regardless of any other cause or event that contributed concurrently or in any sequence to the "injury or damage". In the event an "act of terrorism" involves nuclear reaction or radiation, or radioactive contamination, this exclusion supersedes any Nuclear Hazard Exclusion.

This exclusion does not apply to a "certified act of terrorism". This exception to the exclusion is limited to an "insured loss" as defined in the federal Terrorism Risk Insurance Act.

- B. The following definitions are added:

- 1. "Injury or damage" means any "injury or damage" covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in this policy.

2. An “act of terrorism” means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - i. Use or threat of force or violence; or
 - ii. Commission or threat of a dangerous act; or
 - iii. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - i. The effect is to intimidate or coerce a government, de jure or de facto of any nation or any political division thereof, or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - ii. It appears that the intent is to intimidate or coerce a government, de jure or de facto of any nation or any political division thereof, or to further political, ideological, religious, social, economic or similar objectives or to express (or express opposition to) a philosophy or ideology.
3. A “certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an “act of terrorism” pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism”:
 - a. The act resulted in aggregate losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or any act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

- A. It is agreed that this policy does not apply to loss arising out "injury or damage" caused directly or indirectly by, contributed to by, resulting from, or arising out of or in connection with a "certified act of terrorism". Such "injury or damage" is excluded regardless of any other cause or event that contributed concurrently or in any sequence to the "injury or damage".

This exclusion also applies to a "certified act of terrorism":

1. That involves the use, release, or escape of nuclear materials, or that directly or indirectly results in a nuclear reaction or radiation or radioactive contamination; or
2. That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. In which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

In the event a "certified act of terrorism" involves nuclear reaction or radiation, or radioactive contamination, this exclusion supersedes any Nuclear Hazard Exclusion.

- B. The following definitions are added:

1. "Injury or damage" means any "injury or damage" covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in this policy.
2. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an "act of terrorism" pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

**POLICYHOLDER DISCLOSURE STATEMENT
UNDER THE TERRORISM RISK INSURANCE ACT**

The Insured is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act"), the Insured has a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property; or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Insured should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism covered by the Act is final and not subject to review.

Coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. Under this formula, the United States Government will generally pay 85% of terrorism losses exceeding a statutorily established deductible that must be met by the Insurer, and which deductible is based on a percentage of the Insurer's direct earned premiums for the year preceding the Act of Terrorism.

Be advised that there is a \$100 billion cap on all losses resulting from Acts of Terrorism. If aggregate insured losses attributable to Acts of Terrorism exceed \$100 billion in a Program Year (January 1 through December 31), the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Acts of Terrorism exceed \$100 billion in a Program Year and the Insurer has met its deductible under the Act, the Insurer shall not be liable for payment of any portion of the losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than Acts of Terrorism.

The Insured should know that under federal law, the Insured is not required to purchase coverage for losses caused by Acts of Terrorism.

Please indicate the selection of the Insured below.

_____ The Insured hereby elects to purchase coverage in accordance with the Act for a premium of \$_____.

_____ The Insured hereby rejects coverage and accepts reinstatement of the exclusion in accordance with the Act.

Signature of Insured

< INSURED NAME>

Print/Title

<Policy Number>

Date

Endorsement No.: _____

This endorsement, effective: _____

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 2 of the Declarations)

Form a part of Policy No.: _____

Issued to: _____

By: _____

POLICYHOLDER NOTICE – ARKANSAS

This endorsement modifies insurance coverage provided under the EXCESS INSURANCE FOLLOWING FORM POLICY.

In the event of a complaint, please contact us at:

***C.V. Starr & Company
Attn: Financial Lines Department
90 Park Avenue
6th Floor
New York, NY 10016
Phone: 212.230.5043
Fax: 646.227.6751***

If you have been unable to contact or obtain satisfaction from the Insurer, you may contact the Arkansas Insurance Department to obtain information or make a complaint at:

***Arkansas Insurance Department
Consumer Services Division
1200 W. 3rd St.
Little Rock, AR 72201-1904
Telephone: (501) 371-1600
Legal Division: (501) 371-2820***

Endorsement No.: _____
This endorsement, effective: _____
(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 2 of the Declarations)
Form a part of Policy No.: _____
Issued to: _____
By: _____

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance coverage provided under the EXCESS INSURANCE FOLLOWING FORM POLICY. It is understood and agreed:

- A. Paragraph E. REPRESENTATIONS AND WARRANTY STATEMENTS of Clause **II. TERMS AND CONDITIONS** is deleted and replaced by the following:

E. REPRESENTATION CLAUSE

It is a condition precedent to the Insurer's obligations under this Policy, and the Insured agrees, that all applications together with attachments and any other materials submitted for this Policy and any Underlying Policy, shall be deemed attached to and made a part of this Policy. The Insurer has relied on all such materials, representations and information as being accurate and complete in issuing this Policy.

- B. Paragraph H. CANCELLATION CLAUSE of Clause **II. TERMS AND CONDITIONS** is deleted and replaced by the following:

H. CANCELLATION AND NON-RENEWAL CLAUSE

1. The Insurer may only cancel this Policy for non-payment of premium. The Insurer shall mail or deliver written notice of cancellation to the Named Insured at the last known address not less than ten (10) days prior to the effective date of cancellation. Notice of cancellation shall also be mailed or delivered to any lienholder or loss payee named in the Policy.
2. If the Insurer decides not to renew this Policy, the Insurer shall mail or deliver written notice of non-renewal to the Insured, at least sixty (60) days prior to the expiration of the Policy Period.

- C. Paragraph I. DISPUTE RESOLUTION PROCESS of Clause **II. TERMS AND CONDITIONS** is deleted and replaced by the following:

I. DISPUTE RESOLUTION PROCESS

In the event of any disputes or differences which may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of loss, the Insurer and the Insured agree to participate in a non-binding mediation process to resolve such disputes or differences. Either party shall have the right to commence a judicial proceeding. However, such judicial proceeding shall not be commenced until at least ninety (90) days after the date the non-binding mediation shall be deemed concluded or terminated.

In the non-binding mediation, the mediator(s) shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. Each party shall share equally the expenses of the non-binding mediation.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

<i>SERFF Tracking Number:</i>	<i>TSMP-125932194</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Starr Indemnity & Liability Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CVS-EX-AR-01 (F)</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Starr Indemnity & Liability Company Excess Insurance Following Form Program</i>		
<i>Project Name/Number:</i>	<i>Excess Insurance Following Form Program/CVS-EX-AR-01 (F)</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TSMP-125932194 State: Arkansas
Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50
Company Tracking Number: CVS-EX-AR-01 (F)
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program
Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 12/09/2008
Comments:
Attachment:
PC Transmittal Form.pdf

Satisfied -Name: Authorization Letter **Review Status:** Approved 12/09/2008
Comments:
Attachment:
Authorization Letter.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 12/09/2008
Comments:
Attachment:
Starr Indemnity & Liability Company Explanatory Memorandum.pdf

Satisfied -Name: Form Index **Review Status:** Approved 12/09/2008
Comments:
Attachment:
AR Form Index.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
Starr Indemnity & Liability Company	0000

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Starr Indemnity & Liability Company	TX	38318	75-1670124	N/A

5. Company Tracking Number	CVS-EX-AR-01 (F)
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Carrie E. Cope Sears Tower, 22 nd Floor 233 S. Wacker Drive Chicago, IL 60606-6399	Attorney at Law	312-627-4188	312-627-1717	ccope@tsmp.com
7. Signature of authorized filer		<i>Carrie E. Cope</i>		
8. Please print name of authorized filer		Carrie E. Cope		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.1 Other Liability - Claims Made Only
10. Sub-Type of Insurance (Sub-TOI)	17.1019 Professional Errors & Omissions Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Starr Indemnity & Liability Company
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 01/06/2008 Renewal:

15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	12/5/2008
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	CVS-EX-AR-01 (F)
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Tressler, Soderstrom, Maloney & Priess, LLP is submitting the above referenced Excess Insurance Following Form Program ("Program") for your review on behalf of Starr Indemnity and Liability Company. This new Program provides coverage which follows the form of the underlying insurance covering: business coverage for policies covering corporate risks such as directors' and officers' liability, employment practices liability, fiduciary liability, professional errors and omissions, and crime/fidelity. We have enclosed an Explanatory Memorandum that briefly describes the coverage afforded by the Program.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: N/A - Submitted via EFT

Amount: \$50.00

The state of Arkansas assesses a \$50.00 form filing fee.

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

Starr Indemnity & Liability Company

90 Park Avenue
New York, NY 10016
(646) 227-6300

October 22, 2008

Re: Letter of Authorization for Tressler, Soderstrom, Maloney & Priess, LLP
Excess Insurance Following Form Program

I, Honora Keane, am a duly appointed authorized officer of Starr Indemnity and Liability Company. This letter authorizes Tressler, Soderstrom, Maloney & Priess, LLP and Carrie E. Cope to file the above-referenced program on behalf of Starr Indemnity and Liability Company, and to respond to any inquiries raised in connection with the filing of the program.

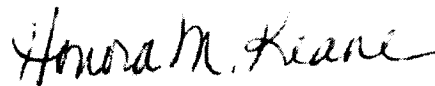
Please direct all inquiries and correspondence regarding this filing to:

Carrie E. Cope
Tressler, Soderstrom, Maloney & Priess, LLP
Sears Tower, 22nd Floor
233 South Wacker Drive
Chicago, IL 60606-6399

Phone: (312) 627-4188
Email: ccope@tsmp.com

Thank you for your assistance. Please contact me if you have any comments or questions regarding this authorization.

Sincerely Yours,



Honora M. Keane
General Counsel
(646) 227-6342

Starr Indemnity & Liability Company
Excess Insurance Following Form Program

Explanatory Memorandum

The Excess Insurance Following Form Program provides excess coverage which follows the form of the Primary Policy except as otherwise specified in the Policy. The coverage is intended to be written excess of policies covering corporate risks such as directors' and officers' liability, employment practices liability, fiduciary liability, professional errors and omissions and crime/fidelity. The Policy will be offered solely to commercial insureds.

In the event any Underlying Policy is canceled by the insurer of such policy (other than for nonpayment of premium), this Policy shall continue in full force and effect for the remainder of the Policy Period.

Attached is an index identifying the forms to be used in this Program.

STARR INDEMNITY & LIABILITY COMPANY
EXCESS INSURANCE FOLLOWING FORM POLICY
Forms Index
ARKANSAS

	FORM NUMBER	TITLE
1.	CVS FL 11000 EX (10/08)	<u>Excess Insurance Following Form Declarations</u> – This is the Declarations Page to be used with the Policy.
2.	CVS FL 11001 EX (10/08)	<u>Excess Insurance Following Form Policy</u> – This is the Policy for the Excess Insurance Following Form Insurance Program.
3.	CVS FL 10300 EX (10/08)	<u>Delete Policy Provisions and Follow Primary Policy</u> – This endorsement removes the Representations and Warranty Statements provision in the Policy so that the Policy follows the specified provisions in the Primary Policy.
4.	CVS FL 10301 EX (10/08)	<u>OFAC Exclusion</u> – This endorsement modifies the Policy to exclude loss in connection with any Claim in the event that such coverage would not be in compliance with any United States of America economic or trade sanctions, laws or regulations.
5.	CVS FL 10303 EX (10/08)	<u>Prior Acts Exclusion</u> – This endorsement modifies the Policy to exclude loss in connection with any Claim alleging, arising out of, based upon or attributable to the facts alleged, or to the same or related Wrongful Act(s) committed, attempted, or allegedly committed or attempted in whole, or in part, prior to the date specified in the endorsement.
6.	CVS FL 10304 EX (10/08)	<u>Professional Services Exclusion</u> – This endorsement modifies the Policy to exclude loss in connection with any Claim alleging, arising out of, based upon or attributable to the rendering or failure to render any professional service to a customer or client of the Insured.
7.	CVS FL 10310 EX (10/08)	<u>Specific Entity Exclusion – Claims Brought Against Such Entity</u> – This endorsement modifies the Policy to exclude loss in connection with any Claim brought against the entity specified in the endorsement (including the specified individuals and related entities).
8.	CVS FL 10311 EX (10/08)	<u>Specific Entity Exclusion – Claims Brought By Such Entity</u> – This endorsement modifies the Policy to exclude loss in connection with any Claim brought by the entity specified in the endorsement (including the specified individuals and related entities).
9.	CVS FL 10312 EX (10/08)	<u>Specific Litigation/Event Exclusion</u> – This endorsement modifies the Policy so that coverage is excluded for specified Litigation as defined in the endorsement.
10.	CVS FL 10313 EX (10/08)	<u>Specific Litigation/Event Exclusion – Includes SEC Filings</u> – This endorsement modifies the Policy so that coverage is excluded for specified “Events” as defined in the endorsement, including SEC filings.
11.	CVS FL 10314 EX (10/08)	<u>Amend Pending or Prior Date – Split Date by Underlying Coverage</u> – This endorsement amends the Pending or Prior Date in Item 5 of the Declarations for the underlying coverage.
12.	CVS FL 10315 EX (10/08)	<u>Amend Pending or Prior Date – Split Date by Limit of Liability</u> – This endorsement amends the Pending or Prior Date in Item 5 of the Declarations with a split Limit of

		Liability.
13.	CVS FL 10316 EX (10/08)	<u>Non-Follow Form Endorsement</u> – This endorsement modifies the Policy to specify which terms, conditions or endorsements of the Primary Policy this Policy does not follow.
14.	CVS FL 10317 EX (10/08)	<u>Reliance Endorsement (other applications)</u> – This endorsement is used to confirm the Insurer’s reliance on the accuracy of the statements and representations made in the specified materials.
15.	CVS FL 10318 EX (10/08)	<u>Reliance Endorsement (specified applications)</u> – This endorsement is used to confirm the Insurer’s reliance on the accuracy of the statements and representations made in the application(s) specified in the endorsement.
16.	CVS FL 10319 EX (10/08)	<u>Amend Representations Statement</u> – This endorsement modifies the Representations Statements provision to confirm the Insurer’s reliance on the accuracy of the information in the applications and to provide a severability statement.
17.	CVS FL 10340 EX (10/08)	<u>Exclusion of Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism</u> – This endorsement excludes coverage for non-certified acts of terrorism.
18.	CVS FL 10341 EX (10/08)	<u>Exclusion of Certified Acts of Terrorism</u> – This endorsement excludes coverage for certified acts of terrorism.
19.	CVS FL 10342 EX (10/08)	<u>Exclusion of Certified Acts of Terrorism and Non-Certified Acts of Terrorism</u> – This endorsement excludes coverage for certified and non-certified acts of terrorism.
20.	CVS FL 10343 EX (10/08)	<u>Policyholder Disclosure Statement Under the Terrorism Risk Insurance Act</u> – This notice advises the Insured that it has a right to purchase insurance coverage arising out of an Act of Terrorism.
21.	CVS FL 10321 EX (10/08)	<u>Arkansas Policyholder Notice</u> – This Notice provides the Insurer’s name and address and the Arkansas Insurance Department contact information for the Insured’s reference.
22.	CVS FL 10320 EX (10/08)	<u>Arkansas Amendatory Endorsement</u> – This endorsement is used to comply with applicable Arkansas state laws and regulations.

SERFF Tracking Number: TSMP-125932194 State: Arkansas

Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50

Company Tracking Number: CVS-EX-AR-01 (F)

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Starr Indemnity & Liability Company Excess Insurance Following Form Program

Project Name/Number: Excess Insurance Following Form Program/CVS-EX-AR-01 (F)

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Exclusion of Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism	12/05/2008	CVS FL 10340 EX - Exclusion of Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism.pdf
No original date	Form	Exclusion of Certified Acts of Terrorism and Non-Certified Acts of Terrorism	12/05/2008	CVS FL 10342 EX - Terrorism Exclusion - Certified and Non Certified.pdf

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**EXCLUSION OF NON-CERTIFIED ACTS OF TERRORISM AND
COVERAGE OF CERTIFIED ACTS OF TERRORISM**

A. It is agreed that this policy does not apply to loss arising out of "injury or damage" caused directly or indirectly by, contributed to by, resulting from, or arising out of or in connection with an "act of terrorism", including action in hindering, controlling, preventing, suppressing, retaliating against, responding to or defending against an actual or expected "act of terrorism". "Injury or damage" is excluded regardless of any other cause or event that contributed concurrently or in any sequence to the "injury or damage". This exclusion also applies to any "act of terrorism":

1. That involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. In which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

In the event an "act of terrorism" involves nuclear reaction or radiation, or radioactive contamination, this exclusion supersedes any Nuclear Hazard Exclusion.

This exclusion does not apply to a "certified act of terrorism". This exception to the exclusion is limited to an "insured loss" as defined in the federal Terrorism Risk Insurance Act.

B. The following definitions are added:

1. "Injury or damage" means any "injury or damage" covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in this policy.
2. An "act of terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - i. Use or threat of force or violence; or
 - ii. Commission or threat of a dangerous act; or
 - iii. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

- b. When one or both of the following applies:
 - i. The effect is to intimidate or coerce a government, de jure or de facto of any nation or any political division thereof, or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - ii. It appears that the intent is to intimidate or coerce a government, de jure or de facto of any nation or any political division thereof, or to further political, ideological, religious, social, economic or similar objectives or to express (or express opposition to) a philosophy or ideology,regardless of the amount of damages or losses.
- 3. A “certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an “act of terrorism” pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism”:
 - a. The act resulted in aggregate losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or any act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND NON-CERTIFIED ACTS OF TERRORISM

A. It is understood and agreed that this policy does not apply to loss arising out of “injury or damage” caused directly or indirectly by, contributed to by, resulting from, or arising out of or in connection with:

1. An “act of terrorism”, including action in hindering, controlling, preventing, suppressing, retaliating against, responding to or defending against an actual or expected “act of terrorism”. “Injury or damage” is excluded regardless of any other cause or event that contributed concurrently or in any sequence to the “injury or damage”.
2. A “certified act of terrorism”. “Injury or damage” is excluded regardless of any other cause or event that contributed concurrently or in any sequence to the “injury or damage”.

This exclusion also applies to an “act of terrorism” or a “certified act of terrorism”:

1. That involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination;
2. That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. In which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

In the event an “act of terrorism” or a “certified act of terrorism” involves nuclear reaction or radiation, or radioactive contamination, this exclusion supersedes any Nuclear Hazard Exclusion.

B. The following definitions are added:

1. “Injury or damage” means any “injury or damage” covered under this policy to which this endorsement is applicable, and includes but is not limited to bodily injury, property damage, personal and advertising injury, injury or environmental damage as may be defined in this policy.
2. An “act of terrorism” means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - i. Use or threat of force or violence; or
 - ii. Commission or threat of a dangerous act; or
 - iii. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

- b. When one or both of the following applies:
 - i. The effect is to intimidate or coerce a government, de jure or de facto of any nation or any political division thereof, or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - ii. It appears that the intent is to intimidate or coerce a government, de jure or de facto of any nation or any political division thereof, or to further political, ideological, religious, social, economic or similar objectives or to express (or express opposition to) a philosophy or ideology, regardless of the amount of damages or losses.
- 3. A “certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an “act of terrorism” pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE